



Sean Rogan
Executive Director

COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles

2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

ADOPTED

Community Development Commission

January 18, 2011

#2-D JANUARY 18, 2011

The Honorable Board of Commissioners
Community Development of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE CONSTRUCTION CONTRACT FOR THE POTRERO HEIGHTS PARK COMMUNITY
AND SENIOR CENTER PROJECT IN THE CITY OF MONTEBELLO
(DISTRICT 1) (3 VOTES)**

SUBJECT

This letter recommends approval of a Construction Contract with Acon Development, Inc. for construction of a new Community and Senior Center at 8051 Arroyo Drive in the City of Montebello.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Acting as a Responsible Agency for the Potrero Heights Park Project (Project), certify that the Board of Commissioners has independently considered the attached Environmental Assessment/Mitigated Negative Declaration (EA/MND), prepared by the Commission and approved by the County as Lead Agency, and has reached its own conclusions regarding the environmental effects of the Project; and find that the mitigation measures identified in the EA/MND are adequate to avoid or reduce potential environmental impacts to below significant levels.
2. Approve and authorize the Executive Director or his designee to execute, amend, or if necessary, terminate the attached Construction Contract and all related documents with Acon Development, Inc., the lowest responsive, responsible bidder, for the Potrero Heights Park Community and Senior Center project in the City of Montebello, using \$1,864,874 in First Supervisorial District Capital Project and Community Development Block Grant (CDBG) funds included in the Commission's approved Fiscal Year 2010-2011 budget.
3. Authorize the Executive Director or his designee to approve Contract change orders not to exceed

\$466,218 for unforeseen project costs, using the same source of funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The award of the Contract will allow for construction of the Potrero Heights Park Community and Senior Center project within the existing park boundaries. The improvements will add an approximately 3,000 square foot center with a multi-purpose room, exercise room, warming kitchen, office, restrooms, and associated ancillary spaces, as well as patio and other outdoor space and landscaping immediately surrounding the building, as well as associated surface parking.

FISCAL IMPACT/FINANCING

Funds allocated to the project include \$1,700,000 in First Supervisorial District Capital Project funds, and \$994,563 from the First Supervisorial District's unallocated CDBG program funds. The construction contract will be funded with up to \$1,864,874 in First Supervisorial District Capital Project funds and Community Development Block Grant (CDBG) funds, not to exceed approved funding amounts from each funding source. These funds are included in the Commission's Fiscal Year 2010-2011 approved budget. Any unused funds from either funding source could be used for other project-related costs.

A 25% contingency, in the amount of \$466,218, is being set aside for unforeseen project costs using First Supervisorial District Capital Project funds. The contingency amount has been set at 25% to address uncertainties associated with the extensive site work required in the contract documents and identified in the geotechnical report.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 7, 2006, the Board of Supervisors approved the transfer of \$1,700,000 in First Supervisorial District Capital Project funds to the Commission for the planning, design and construction of the Potrero Heights Park Community and Senior Center project. In addition, the First Supervisorial District has set aside \$994,563 in previously unallocated CDBG program funds for this project.

The Commission entered into a contract with Lehrer Architects LA on August 14, 2007, to design the Community and Senior Center.

The site is currently in use as a public park operated by the City of Montebello. The underlying land is owned by the Montebello Unified School District (MUSD). On December 14, 2010, the Board of Supervisors approved a thirty-year ground lease and non-exclusive license agreements between the County of Los Angeles and the Montebello Unified School District and the City of Montebello.

The recommended construction contract award to Acon Development, Inc., the lowest responsive, responsible bidder, is in accordance with the California Public Contract Code.

Should Acon Development, Inc. require additional or replacement personnel during the term of the Contract, Acon Development, Inc. will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

It is anticipated that the construction project will be completed within 390 calendar days following the required commencement date identified in the Notice to Proceed.

ENVIRONMENTAL DOCUMENTATION

To address requirements of the National Environmental Policy Act of 1969 (NEPA), an Environmental Assessment was prepared for this project. Based on the conclusions and findings of the Environmental Assessment, a Finding of No Significant Impact was approved by the Certifying Official of the Community Development Commission on December 18, 2008. Following the required public and agency comment period, the U.S. Department of Housing and Urban Development issued a Release of Funds for the project on January 7, 2009.

As a responsible agency, and in accordance with the requirements of the California Environmental Quality Act (CEQA), the Board of Commissioners reviewed the EA/MND prepared by the Commission and determined that the project will not have significant adverse impact on the environment. The Board's consideration of the EA/MND, and filing of the Notice of Determination, satisfies CEQA Guidelines as stated in Article 7, Section 15096.

The County, as Lead Agency, approved the Environmental Assessment/Mitigated Negative Declaration for the Potrero Heights Park Project on November 3, 2010.

The environmental review record for this project is available for viewing by the public during regular business hours at the Commission's main office located at 2 Coral Circle, Monterey Park.

CONTRACTING PROCESS

On August 4, 2010, the Commission initiated an outreach to identify a contractor to complete the Potrero Heights Park Community and Senior Center project. Notices to Bidders were electronically mailed to 504 contractors identified from the Commission's vendor list. Advertisements also appeared in the Los Angeles Times and on the County website. The bid documents were also posted for downloading and viewing on the Commission's website. One hundred and seventy seven individuals downloaded the solicitation package. Five individuals purchased paper sets of the documents from Ford Graphics.

On August 26, 2010, thirteen bids were received and formally opened. The two lowest bidders, Koam Construction, Inc., and Cal-City Construction, Inc. did not meet the minimum mandatory requirements for the project. The third lowest bidder, Acon Development, Inc., was determined to be the lowest responsive and responsible bidder and is being recommended for the Contract award.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of the Contract will allow for construction of the Potrero Heights Park Community and Senior Center project which will provide expanded educational and recreational services to residents of Montebello and neighboring unincorporated Los Angeles.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN
Executive Director

SR:aa

Enclosures

ATTACHMENT A

Summary of Outreach Activities

On August 4, 2010, the following outreach was initiated to identify a contractor to complete the Potrero Heights Park Community and Senior Center project located at 8051 Arroyo Drive, Montebello, CA.

A. Newspaper Advertising

Announcements appeared in the following newspaper:

1. LA TIMES (Friday and Saturday)

An announcement was also posted on the County website.

B. Distribution of Bid Packages

Notices to Bidders were electronically mailed to 504 contractors identified from the Commission's vendor list. Advertisements also appeared in the Los Angeles Times and on the County website. The bid documents were also posted for downloading and viewing on the Commission's website. One hundred and seventy seven individuals downloaded the solicitation package. Five individuals purchased paper sets of the documents from Ford Graphics.

D. Bid Results

On August 26, 2010, a total of 13 bids were received and publicly opened. The bid result was as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Koam Construction, Inc.	\$1,669,000.00
Cal-City Construction, Inc.	\$1,749,000.00
Acon Development, Inc.	\$1,864,873.51
Braaksma Construction, Inc.	\$1,922,288.00
G2K Construction, Inc.	\$1,929,000.00
Tobo Construction, Inc.	\$1,994,809.00
SBS Corporation	\$1,995,940.00
TLD Construction, Inc.	\$2,025,081.00
States Links Construction, Inc.	\$2,057,177.00
Morillo Construction, Inc.	\$2,059,370.00
L.A. Builders, Inc.	\$2,130,200.00
Mallcraft, Inc.	\$2,199,959.00
H.A. Nichols Co., Inc.	\$2,298,000.00

E. Minority/Female Participation – Selected Contractor

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Acon Development, Inc.	Minority	Total: 4 4 minorities 0 women 100% minority 0% women

F. Minority/Women Participation - Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
States Links Construction, Inc.	Non-Minority	Total: 2 0 minorities 0 women 0% minorities 0% women
Mallcraft, Inc.	Non-Minority	Total: 48 35 minorities 4 women 73% minorities 8% women
SBS Corporation	Minority	Total: 21 2 minorities 4 women 10% minorities 19% women
Koam Construction, Inc.	Minority	Total: 12 12 minorities 2 women 100% minorities 17% women
TLD Construction, Inc.	Non-Minority	Total: 13 4 minorities 3 women 31% minorities 23% women

Morillo Construction, Inc.	Non-Minority	Total: 25 13 minorities 8 women 52% minorities 32% women
L.A. Builders, Inc.	Minority	Total: 5 5 minorities 1 woman 100% minorities 20% women
Tobo Construction, Inc.	Minority	Total: 10 10 minorities 4 women 100% minorities 40% women
Braaksma Construction, Inc.	Non- Minority	Total: 7 4 minorities 3 women 57% minorities 43% women
G2K Construction, Inc.	Minority	Total: 8 7 minorities 3 women 88% minorities 38% women
Cal-City Construction, Inc.	Minority	Total: 20 19 minorities 1 woman 95% minorities 5% women
H.A. Nichols Co., Inc.	Non-Minority	Total: 14 6 minorities 3 women 46% minorities 21% women

The Community Development Commission conducts ongoing outreach to include minorities and women in the contract award process, including providing information at local and national conferences, conducting seminars for minorities and women regarding programs and services, advertising in newspapers to invite placement on the

vendor list, and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Community Development Commission.

The recommended award of the contract is being made in accordance with Community Development Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

ATTACHMENT B

Contract Summary

Project Name: Potrero Heights Park Community and Senior Center
Location: 8051 Arroyo Drive, Montebello, CA
Bid Number: CDC10-328
Bid Date: August 26, 2010
Contractor: Acon Development, Inc.
Services: Construction of Potrero Heights Park Community and Senior Center

Contract Documents: Construction Contract – Wage Determination, Forms & Notices, Mitigated Negative Declaration California Environmental Quality Act, Part A – Instructions to Bidders and General Conditions; Part B – Project Manual, General Requirements, Drawings, Specifications, Geotechnical Report; Part C – Bidder's Documents, Representations, Certifications, Bid, and Other Statements of Bidder; Part D – Supplementary General Conditions & Additional Requirements; Addenda 1 to the Contract Documents.

Time of Commencement and Completion: The work to be performed under this Construction Contract shall be commenced within thirty (30) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within three hundred and ninety (390) calendar days following the required commencement date.

Liquidated Damages: In the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Community Development Commission the sum of Twelve Hundred Dollars (**\$1200.00**) as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner.

Contract Sum: The Community Development Commission shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of **One Million Eight Hundred Sixty Four Thousand Eight Hundred and Seventy Four Dollars (\$1,864,874)**. The Contract Sum is not subject to escalation and includes all labor and material increases anticipated throughout the duration of the Contract.

Contract Contingency: \$466,218.50

**COMMUNITY DEVELOPMENT COMMISSION
COUNTY OF LOS ANGELES**

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT (or "Contract") is made this ____ day of January 2011 by and between the **Community Development Commission** of the County of Los Angeles, a body corporate and politic, hereinafter referred to as the "**Commission**", and **Contractor Name Here**, hereinafter referred to as the "**Contractor**".

WITNESSETH, that the Commission and the Contractor, for the consideration stated herein, mutually agree as follows:

- A. The **Montebello Unified School District "MUSD"** is the Owner of the property commonly known as 8051 Arroyo Drive, Montebello, California 90640, hereinafter referred to as the "**Property**". The **County of Los Angeles "County"** has entered into a ground lease with the MUSD for a period of 30 years, and any applicable extensions for the property. On behalf of the County, the Commission will be administering the work described in this Contract.
- B. The term "Work" includes performance, as set forth in the Contract Documents by the Contractor, for all improvement work on, in and about the Property.
- C. Commission desires the Contractor to perform the Work on the terms and conditions hereinafter set forth, and Contractor agrees to perform said Work on terms and conditions set forth below.

ARTICLE 1
THE CONSTRUCTION CONTRACT

- 1.1 The Construction Contract means and includes all of the "Contract Documents". The Contract Documents which form the Construction Contract are incorporated herein by this reference and are made a part of this Construction Contract as if fully set forth herein. The Contract Documents consist of the following component parts:

- | | |
|--------|--|
| PART A | Instructions to Bidders and General Conditions for Construction Contract |
| PART B | Project Manual, General Requirements, Drawings, Specifications, and Geotechnical Report |
| PART C | Bidder's Documents, Representations, Certifications, Bid, and Other Statements of Bidder |
| PART D | Supplementary General Conditions and Additional Requirements |

ALL ADDENDA TO THE ABOVE CONTRACT DOCUMENTS.

ARTICLE 2
STATEMENT OF WORK

- 2.1 Contractor agrees to perform in a professional manner, to the satisfaction of the Commission's Executive Director, all Work described in the Contract Documents referenced in Article 1.
- 2.2 The Contractor shall furnish all labor, material, equipment and services and perform and complete all Work required for the project identified as Bid No. CDC-10-238 for the Commission.

All such Work shall be in strict accordance with the Specifications and Drawings, identified as Part B, all as prepared by Lehrer Architects, and TMAD Taylor Gaines.

- 2.3 Data provided in the Specifications and Drawings are believed to actually depict the conditions to be encountered by the Contractor, but Commission does not guarantee such data as being all-inclusive or complete in any respect. Nothing contained herein shall relieve Contractor from making any and all investigations through non-destructive observations of the Properties which are reasonably necessary to apprise him/herself of the condition of the Properties. Contractor hereby accepts the project in an "as is" condition and herein warrants that all such investigations have been performed by him/her, and hereby expressly waives any and all rights under this Construction Contract, or in law, to additional compensation and/or time adjustments for alleged unknown subsurface and/or latent conditions that could be reasonably discovered or inferred based upon standard industry construction practices and techniques.

ARTICLE 3
TIME OF COMMENCEMENT AND COMPLETION

- 3.1 The Work to be performed under this Construction Contract shall be commenced within ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within three hundred and ninety (390) calendar days following the required commencement date.
- 3.2 The Contractor and the Commission agree that, since the determination of actual damages for any delay in completion would be extremely difficult or impracticable to determine in the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Commission the sum of Twelve Hundred Dollars (\$1200.00) as liquidated damages for each calendar day of delay, until the Work is accepted by the Commission. The Contractor shall not be charged with liquidated damages because of any delay in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

The Commission may withhold, or cause to be withheld, from any monies payable on account of Work performed by the Contractor or subcontractor any accrued liquidated damages, amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 4
CONTRACT SUM

- 4.1 The Commission shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of ONE MILLION, EIGHT HUNDRED SIXTY FOUR THOUSAND, EIGHT HUNDRED SEVENTY FOUR DOLLARS (\$1,864,874). The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the higher of the Federal and State Wage rates in the classification the employee is working in, on this project.
- 4.2 The Contract Sum set forth herein includes the payment by Contractor of all sales and use taxes required by any local codes, or any law existing or which may hereafter be adopted by federal, state or governmental authority, taxing the materials, services required or labor furnished, and of any other tax levied by reason of the Work to be performed hereunder.
- 4.3 The Contract Sum is not subject to escalation, the Contractor having satisfied him/herself with said Contract Price, which includes all labor and material increases anticipated throughout the duration of this Construction Contract.
- 4.4 The Commission's obligation is payable only and solely from funds appropriated from the State of California OR Department of Housing and Urban Development (HUD) and for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.
- 4.5 In the event this Contract extends into the succeeding fiscal year and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of the non-appropriation notice.

ARTICLE 5
PROGRESS PAYMENTS

- 5.1 Based upon applications for payment submitted by the Contractor to the Commission, and after approval by the Construction Management Division, the Commission shall make progress payments on account of the Contract Sum to the Contractor, as provided in the Instruction to Bidders of this Construction Contract.
- 5.2 Approved applications for progress payments will be paid by the thirtieth day of each month, provided that application for payment has been submitted to the Commission on or before the first working day of the month. Payment shall be subject to all provisions of Section 01003, paragraphs 3.03.A. and B. of the Instructions to Bidders incorporated by reference into this Contract.
- 5.3 The Contractor and each Subcontractor shall submit all required Labor Compliance forms to the Commission before the start of construction. The Contractor shall submit to the Commission all of its payrolls for each pay period within seven (7) days after the pay

period has ended. The Contractor shall also collect, review and submit to the Commission all of its subcontractors' payrolls for each pay period within seven (7) days after the pay period has ended. Contractor's failure to submit its payrolls or any subcontractor payrolls within seven (7) days after the pay period has ended, is a violation of this Contract and entitles the Commission to withhold up to ten percent (10%) from any pending progress payment until all such payrolls are received. Repeated, ongoing or flagrant failures by the Contractor to submit the required forms, its payrolls or the payrolls of its subcontractors in a timely manner and in accordance with this provision constitutes a material breach of this Contract which may result in the Commission terminating this Contract for default.

ARTICLE 6 PROJECT CLOSEOUT

- 6.1 Prior to occupancy of any dwelling unit, building, or other portion of the project, the Commission shall receive a certificate from the Contractor that such portion of the project is ready for occupancy, and shall cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the Work, including all phases thereof, is finally completed, and all requirements of this Construction Contract have been satisfied. The Commission shall cause the Notice of Completion to be recorded with the County Recorder.
- 6.2 Upon Issuance of a Notice of Completion, final payment shall be made to the Contractor of the entire unpaid balance of the Contract Sum, including any sums due to the Contractor for changes in the Work approved by the Commission pursuant to Section 01003 paragraph 3.03.E. of the Instruction to Bidders, less any amounts which Commission is entitled to receive from the Contractor under the terms of this Contract or amounts necessary to cover stop notices or alleged labor underpayments, and less the ten percent (10%) retention withheld, pursuant to Section 01003 paragraph 3.03.F. of the Instruction to Bidders.
- 6.3 In addition to all other requirements, a Notice of Completion shall be issued only when Commission has received the following:
 - A. A Certificate of Completion, executed by Commission.
 - B. All guarantees and warranties issued by the manufacturers or installers of equipment or other component parts of the project. Contractor guarantees that the equipment, materials, and workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship for a period of one (1) year following date of final acceptance of the project.
 - C. The waiver and release of all liens, claims of liens, or stop notice rights of the Contractor and all subcontractors, and the Contractor's Certificate and Release.
 - D. Verification from the Architect that Contractor has removed all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the project site. If the Contractor has failed to remove any of such items, the

Commission may remove such items, and the Contractor shall pay the Commission for all costs incurred in connection with such removal.

- 6.4 After recordation of the Notice of Completion, and expiration of the thirty-day period for filing of stop notices, the Commission shall use reasonable efforts to settle all claims and disputes, notify the Contractor of final acceptance of the project, and make final payment of the entire unpaid balance of the Contract Sum, including the ten percent (10%) retention, less any amounts which the Commission is entitled to receive from the Contractor under the terms of this Construction Contract, including liquidated damages, and less amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 7 BREACH AND TERMINATION

- 7.1 Waiver by the Commission of any breach of this Construction Contract shall not constitute a waiver of any other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of defective Work or improper materials.
- 7.2 In addition to any right of termination reserved to the Commission by Section 01003 paragraph 3.10.A. of the Instruction to Bidders of the Construction Contract, the Commission may terminate this Construction Contract or performance under this Construction Contract, if the Contractor is adjudged bankrupt, a receiver is appointed because of the Contractor's insolvency, or the Contractor makes a general assignment for the benefit of its creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to construct the project in accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the Contract Documents.
- 7.3 The Commission shall give the Contractor and his/her surety written notice prior to terminating this Construction Contract or performance under this Construction Contract, pursuant to Section 01003 paragraph 3.10.A. of the Instruction to Bidders, provided that the Contractor shall, upon receipt of such notice, immediately stop the installation of improvements, or other permanent construction work encompassing part of the project. Upon termination, the Commission may take possession of the project and all materials, equipment, tools, and construction equipment and machinery owned by the Contractor and located at the project site, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment under this Construction Contract.
- 7.4 The Commission shall not be deemed to have waived any of its other rights or remedies against the Contractor by exercising its right of termination under this Article.
- 7.5 Termination for Cause: This Contract may be terminated by the Commission upon written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and Work items) with no penalties upon termination or upon the occurrence of any of the following events:

- A. Continuing failure of the Contractor to perform any Work required to be performed hereunder in a timely and professional manner, or Contractor is not properly carrying out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor; and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to suspend the performance of this Contract by Contractor in whole or in part.
- B. Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Commission may immediately terminate this Contract.
- C. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the Work to be done under said Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon the Contractor. Should the Contractor fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- D. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- E. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

7.6 Termination for Improper Consideration: The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Construction Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by the Commission officer or employee to solicit such improper consideration. The Report shall be made to the Commission's Executive Director or designee.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

- 7.7 Termination for Convenience: The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in such termination.
- 7.8 The Commission's Quality Assurance Plan: The Commission will evaluate Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the Commission determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and the Contractor. If improvement does not occur consistent with the corrective action measures, the Commission may terminate this Contract or pursue other penalties as specified in this Contract.
- 7.9 Non-payment after expiration or termination: Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 Contractor shall give all notices and comply with all laws, rules, regulations, ordinances and orders of any governmental entity relating to the Work. Should Contractor become aware that any provision of the Construction Contract is at variance with any such rule, law, regulation, ordinance or order, he/she shall promptly give notice in writing to the Commission of such variance.
- 8.2 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses and phrases of this Construction Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Construction Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Construction Contract.
- 8.3 Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown

or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of discrepancy within the Drawings, or within the Specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination by the Contracting Officer shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

ARTICLE 9 CONTRACTOR APPROVAL

9.1 Contractor's Adherence to the Child Support Compliance Program

Contractor shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and, 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor.

9.2 Contractor's Warranty of Adherence to Commission's Child Support Compliance Program

Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by the Commission's Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.3 Termination For Breach of Warranty to Comply with Commission's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 9.2, "Contractor's Warranty of Adherence to Commission's Child Support Compliance Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the Commission may terminate this Contract pursuant to Paragraphs under 7.5- "Termination for Cause" and pursue debarment of Contractor, pursuant to Commission Policy.

9.4 Post L. A.'s Most Wanted Parents List

Contractor acknowledges that the Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the Commission's policy to encourage the Commission contractors to voluntarily post the Commission's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. District Attorney will supply Contractor with the poster to be used.

ARTICLE 10 ADDITIONAL PROVISIONS

- 10.1 This Construction Contract and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.
- 10.2 This Construction Contract contains the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party. All prior negotiations, representations and/or contracts between the parties relative to the subject matters hereof shall be superseded hereby and have no further force and effect.
- 10.3 No consent or waiver, expressed or implied, by either party to or of any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party hereunder. Failure on the part of either party to complain of any such act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 10.4 Without limiting Contractor's duties to indemnify the County of Los Angeles Community Development Commission ("Commission"), Housing Authority of the County of Los Angeles ("HACOLA"), the County of Los Angeles ("County"), the Montebello Unified School District ("District"), the City of Montebello ("City") including their elected and appointed officers, officials, representatives, employees, and agents (hereinafter referred to as "Public Agencies") as provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Contract, the insurance policies and requirements described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission. Any self-insurance program and self-insured retention must be separately

approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Public Agencies, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Further, the Contractor is wholly responsible for any and all deductibles and self-insured retentions for all required insurance. Each such certificate shall stipulate that the Public Agencies be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: Potrero Heights Park Community and Senior Center.

The insurance policies set forth herein shall be primary to and not contributing with any insurance and/or self-insurance maintained by any of the Public Agencies. Contractor and any entities with which Contractor contracts waives their and their insurer(s) rights of recovery against any or all of the Public Agencies and shall require their insurers to execute an endorsement to the insurance policies necessary to effect such waiver. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure and maintain, or to provide evidence of, the insurance coverage required herein may, upon the Commission's discretion, constitute a material breach of this Contract pursuant to which the Commission may withhold payments due to Contractor and/or immediately terminate or suspend this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission and costs incurred by any of the Public Agencies due to the material breach shall be immediately repaid by the Contractor to the Public Agencies (as their interest applies) upon demand including interest thereon at the default rate. In the event of such a breach, the Public Agencies shall have the right, at their sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Public Agencies' rights against the Contractor or the insurance carrier.

The Contractor shall name the Public Agencies as additional insureds to the general liability, automobile liability and builders risk course of construction insurance policies set forth herein, and provide the additional insured endorsement for each insurance policy that contains language equivalent to the language contained in ISO form CG 20 10 10 01. The Contractor shall require any entity with which Contractor is contracting to provide services under this Contract, to name the Public Agencies as additional insureds on the general liability and automobile liability insurance policies set forth herein, and provide the additional insured endorsement for each insurance policy that contains language equivalent to the language contained in ISO form CG 20 10 11 85. The Contractor and its subcontractors shall not obtain any insurance policies with deductibles and self-insured retentions in an amount greater than \$100,000.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 20 10 85 or it's equivalent) including coverage for personal injury, death, property damage and contractual liability with limits of not less than the following:

General Aggregate	\$4,000,000
Products/ Completed Operations Aggregate	\$4,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least ten years from the date construction of project is completed and accepted by the Commission and County.

This insurance shall also include, or separate insurance shall be secured with a minimum limit of one million dollars (\$1,000,000) to cover, the defense of and liability for bodily injury, disease or illness including death, or property damage arising in whole or in part out of the removal, repair, handling, or disposal of asbestos and/or lead containing materials. This insurance shall also specifically include, and not exclude, coverage for Explosion, Collapse, and Underground ("XCU").

- B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

- C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than two million dollars (\$2,000,000) for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto." The Public Agencies and their Agents shall be covered as additional insureds on such policy.

- D. BUILDER'S RISK COURSE OF CONSTRUCTION INSURANCE. Such coverage shall:

(1) Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO policy form CP 10 30), and be endorsed to include earthquake (if available at reasonable cost), flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils). Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing.

(2) Be written on a completed-value basis and cover the entire value of the construction project, including any Public Agencies furnished materials and

equipment, against loss or damage until completion and acceptance by the Commission and County.

- E. **PERFORMANCE SECURITY REQUIREMENTS.** Prior to execution of the Contract, the Contractor shall file surety bonds with the Commission in the amounts and for the purposes noted below. All bonds issued in compliance with the Contract shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the United States Department of the Treasury's Listing of Approved Sureties Treasury (Circular 570) (see www.fms.treas.gov/c570/) and is satisfactory to the County, and it shall pay all premiums and costs thereof and incidental thereto.

Each bond shall be signed by both the Contractor (as Principal) and the Surety. The Contractor shall give two surety bonds with good and sufficient sureties: the first in the sum of not less than 100% of the Contract price to assure the payment of claims of material men supplying materials to the Contractor, subcontractors and mechanics and laborers employed by the Contractor on the Work and the second in the sum of not less than 100% of the Contract price to assure the faithful performance of the Contract.

- (1) The "Materials and Labor Bond" (or "Payment Bond") shall be so conditioned as to insure to the benefit of persons furnishing materials for or performing labor upon the Work. This bond shall be maintained by the Contractor in full force and effect until the Work is completed and accepted by the Commission and County, and until all claims for materials, labor and subcontracts are paid.
- (2) The "Bond for Faithful Performance" shall be so conditioned as to assure the faithful performance by the Contractor of all Work under said Contract, within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is satisfactory and acceptable to the Commission and County, that all materials and workmanship supplied by Contractor will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one year from the date of Acceptance of the Work by the Commission and County, the Contractor shall, at Contractor's own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the Commission to do so. This bond shall be maintained by the Contractor in full force and effect during the performance of the Work of the Contract and for a period of one year after acceptance of the Work by the Commission and County.

Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the Commission, said Contractor shall replace said bond or bonds with good and sufficient sureties within 10 days after receiving notice from the Commission that the surety or sureties are insufficient or unsatisfactory.

No further payment shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the Commission. Contractor agrees that it

will require that all of the above mentioned requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract, or the property, project, work, or services that are the subject of this Contract.

Indemnity

Contractor agrees to indemnify, defend and hold harmless the Public Agencies from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees, expert witness' fees, and legal costs), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to this Contract, the property, project, work, or services that are the subject of this Contract. Contractor shall not be required to indemnify, defend, and hold harmless the Public Agencies from any Liabilities that arise from the active negligence, sole negligence or willful misconduct of the Public Agencies, Public Agencies' agents, servants, or independent contractors who are directly responsible to the Public Agencies. Contractor's duty to defend shall arise immediately upon notice of the claim, liability, demand, damage, causes of action, or fee. Such indemnification and defense language, or language substantially similar thereto, shall also be incorporated in Contractor's contracts with any general contractors and subcontractors in favor of the Public Agencies. These provisions shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any entities with which it contracts to agree to and abide by the above mentioned requirements in favor of the Public Agencies, as applicable to each of them.

The Contractor shall assume all risks and bear all cost for loss of, damage to, or missing or stolen, equipment, tools, vehicles and materials owned, hired, leased or used by the Contractor or and any entities with which Contractor contracts to provide services under this Contract.

10.5 Compliance With Laws

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Contractor shall comply with the following laws:

Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Title VI provides that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors, Subcontractors, and Contractors)

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Commission's contracting officer, advising the labor union or workers' representatives of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his/her books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Prevailing Wage Requirements

This construction contract is Federal and State funded. The Federal Labor Standards Provisions (HUD 4010), including prevailing wage requirements of the Davis Bacon and Related Acts (DBRA) will be enforced. State Labor Law requirements and California Labor Code Section 1770 et seq. will also be enforced. In the event of a conflict between Federal and State requirements the more stringent of the two will apply. Federal Wage Decision CA100033 Modification #7 Dated 07-23-10 is applicable to this Contract; the current State Prevailing Wage rates are available on-line at [<http://www.dir.ca.gov>] and are also applicable to this project. These rates are the minimum rates that must be paid to ALL employees performing work in those classifications at the project site. In the event of a conflict between the Federal and State wage rates the higher of the two will prevail.

Section 3 of the Housing and Community Development Act of 1968, as Amended

requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the Contractor is selected but before this Contract is executed, and (ii) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

10.6 Access and Retention of Records

The Contractor shall provide access to the Commission, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor is required to retain the aforementioned records for a period of five (5) years after the Commission pays final payment and other pending matters are closed.

10.7 Conflict of Interest

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall

disclose in writing to the Commission, any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

10.8 Indemnification

Contractor agrees to indemnify, defend and hold harmless the Public Agencies and their Agents from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees, expert witness' fees, and legal costs), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to this Contract, the property, project, work, or services that are the subject of this Contract. Contractor shall not be required to indemnify, defend, and hold harmless the Public Agencies and their Agents from any Liabilities that arise from the active negligence, sole negligence or willful misconduct of the Public Agencies, Public Agencies' agents, servants, or independent contractors who are directly responsible to the Public Agencies. Such indemnification language, or language substantially similar thereto, shall also be incorporated in Contractor's contracts with any general contractors and subcontractors in favor of the Public Agencies. These indemnification provisions shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Public Agencies, as applicable to each of them.

10.9 Subcontracting

The Contractor may subcontract only those specific portions of the work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

10.10 Assignment By Contractor

The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under this Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10.11 Confidentiality of Reports

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

10.12 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.13 Safety Standards and Accident Prevention

The Contractor shall comply with all applicable Federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his/her own responsibility, reasonably necessary to protect the life and health of employees on the job and the public and to protect property in connection with the performance of this Contract.

10.14 Drug Free Workplace Act of the State of California

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

10.15 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the Commission and the Commission holds all the rights to said data.

10.16 Independent Contractor

The Contractor shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the Commission, or under Commission supervision or control. This Contract is by and between the Contractor and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Commission and the Contractor.

10.17 Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

10.18 Notices

The Commission shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that the Commission has actual knowledge of such injury or damage. The Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the representative of each Party.

Commission:

Community Development Commission
DeAnn Johnson, Contracting Officer
Attn: Alice Arterberry, Project Manager
4800 E. Cesar E. Chavez
Los Angeles, CA 90022

Contractor:

Acon Development, Inc.
Yeong Sik Kim
745 Crenshaw Blvd.
Los Angeles, CA 90005

Notices shall be deemed delivered on the third day after posting by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. Commission and Contractor may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

10.19 Interpretation

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

10.20 Employees of Contractor

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injury arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

10.21 Patent Rights

The Commission will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under, this Contract.

10.22 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Attachment A, Internal Revenue Service Notice 1015.

10.23 Use of Recycled-Content Paper Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

10.24 Contractor Responsibility and Debarment

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in this Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor

should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

10.25 Compliance With Jury Service Program

- A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees

received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with an Commission contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- C. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- D. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

10.26 Notice to Employees regarding The Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheets are set forth in Attachment B of this Contract and are also available on the Internet at www.babysafela.org for printing purposes.

10.27 Contractor's Acknowledgment of Commission's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission contractors to voluntarily post the "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's

place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

10.28 Contractor's Charitable Contributions Compliance

The Supervision of Trustees and Fundraisers for Charitable Purpose Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purpose Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in Attachment C, the Authority seeks to ensure that all Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

10.29 Contractor's Warranty Of Compliance With County's Defaulted Property Tax Reduction Program

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals and businesses that benefit financially from the Commission through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

10.30 Termination For Breach Of Warranty To Maintain Compliance With County's Defaulted Property Tax Reduction Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 10.29, "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH County's DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

10.31 Public Records Act

All Contract Documents become the exclusive property of Commission. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "confidential" or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). Commission shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event Commission is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "confidential," or "proprietary," Contractor agrees to defend and

indemnify Commission and County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

10.32 Entire Contract

This Contract with attachments constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the date and year first written above.

COMMISSION

COMMUNITY DEVELOPMENT
COMMISSION OF THE COUNTY OF
LOS ANGELES, A BODY CORPORATE
AND POLITIC

By: _____

SEAN ROGAN

Title: EXECUTIVE DIRECTOR

Date: _____

APPROVED AS TO PROGRAM:

DEANN JOHNSON

Title: CONTRACTING OFFICER

Date: _____

APPROVED AS TO FORM
Office of County Counsel,
ANDREA SHERIDAN ORDIN

By:  _____
Deputy

CONTRACTOR

ACON DEVELOPMENT, INC.

License Number: 909943

By:  _____

YEONG SIK KIM

Title: PRESIDENT

Date: 1/3/2011

BUSINESS ADDRESS

745
~~245~~ Crenshaw Blvd.

Los Angeles, CA 90005

Telephone: (323) 930-9922

Fax: (323) 930-9929

CORPORATE SEAL

Required Signatures:

If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

ATTACHMENT B

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Gratland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zel Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

ATTACHMENT B

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTACHMENT C

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

ATTACHMENT C



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION		
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	YES ()	NO ()
OR		
Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	YES ()	NO ()

Signature

Date

Name and Title (please type or print)

ATTACHMENT D

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div>
or
Employer identification number
<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Attachment E

Mitigated Negative Declaration California Environmental Quality Act and Mitigation Monitoring and Reporting Program

**County of Los Angeles
Community Development Commission**

**MITIGATED NEGATIVE DECLARATION
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

PROJECT TITLE: Potrero Heights Senior Center

PROJECT DESCRIPTION: The proposed project involves the construction of an approximately 5,000 square foot senior center at Potrero Heights Park. Thirteen new parking spaces would be provided to accommodate the senior center. Offsite improvements would include utilities, driveway approach, curbs and sidewalks, and landscaping.

The site is zoned R1. A zone change is not needed.

PROJECT LOCATION: The project site is located at 8051 Arroyo Drive in the City of Montebello, Los Angeles County, California.

MITIGATION MEASURES INCLUDED IN THE PROJECT TO AVOID POTENTIALLY SIGNIFICANT IMPACTS:

The following mitigation measures are required:

1. **Archaeological Resources.** In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.
2. **Water Supply.** Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design:
 - Landscaped areas shall be designed with drought-tolerant species, minimizing to 50%. areas dedicated to turf. Irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice.
 - All new structures shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.
3. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

HUD – NEPA - Environmental Assessment

Project Name: Potrero Heights Senior Center

HUD – NEPA- ENVIRONMENTAL ASSESSMENT

Project Name: Potrero Heights Senior Center

Project Location: The project site is located at 8051 Arroyo Drive in the City of Montebello, Los Angeles County, California. Figure 1 shows the project site within the greater Los Angeles region. Figure 2 shows the location of the project site within the site vicinity.

**Assessor's Parcel
Number(s):** 5275-009-900

Statement of Need: The project is consistent with the guidelines of the CDBG program. The proposed project would provide recreational and community services for senior citizens in the Montebello area.

Project Description: The proposed project involves the construction of an approximately 5,000 square foot senior center at Potrero Heights Park. Thirteen new parking spaces would be provided to accommodate the senior center. Offsite improvements would include utilities, driveway approach, curbs and sidewalks, and landscaping.

The site is zoned R1. A zone change is not needed.

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Project Name: Potrero Heights Senior Center

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Land Development							
Conformance With Comprehensive Plans and Zoning	X						The site is zoned R1 under the City of Montebello Municipal Code. A zone change is not needed (a).
Compatibility and Urban Impact	X						The project site is bordered by Potrero Heights Park's ball fields to the north, the Orange Street cult-de-sac and residences to the east, Arroyo Drive to the south, and residences on Astra Drive to the west. The proposed senior center would be compatible with the scale and type of surrounding development.
Slope	X						The project site is generally flat (b). The proposed development would not involve major topographic modifications or create any significant erosion or sedimentation problems.
Erosion	X						There is no evidence of any substantial erosion problems onsite (b).
Soil Suitability	X						There is no evidence of soil suitability problems on the project site (b). Routine soil tests would need to be conducted to determine foundation design parameters for new structures.
Hazards and Nuisances, Including Site Safety	X						<p>The following databases were checked for known hazardous materials contamination at the project site:</p> <ul style="list-style-type: none"> Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) database (c) Geotracker search for leaking underground fuel tanks, Spills-Leaks-Investigations-Cleanups (SLIC) and Landfill sites (d) Cortese list of Hazardous Waste and Substances Sites (e) The Department of Toxic Substances Control's Site Mitigation and Brownfields Database (f). <p>No results were found. In addition, neither the site nor surrounding properties appear to, and are not known to, have supported industrial or other uses that are likely to have resulted in soil or groundwater contamination.</p>
Energy Consumption	X						Project operation would incrementally increase the consumption of electricity and natural gas. However, because these resources are available both locally and regionally, no significant impact to the availability of energy resources is expected over the long-term. The project would comply with state energy conservation requirements.

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Project Name: Potrero Heights Senior Center

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Noise							
Effects of Ambient Noise on Project and Contribution to Community Noise Levels	X						<p>Project construction would generate temporary noise level increases. Local noise ordinances would apply.</p> <p>The proposed project involves the development of a senior community center and is not expected to generate substantial noise. The proposed senior center is not a noise sensitive use.</p>
Air Quality							
Effects of Ambient Air Quality on Project and Contribution to Community Air Pollutant Levels	X						<p>The project site is located in the South Coast Air Basin, which is a nonattainment area for ozone, carbon monoxide, and fine particulate matter (PM₁₀). People who attend the proposed senior center would be exposed to potentially unhealthy ambient air because this regional condition cannot be feasibly mitigated. Traffic associated with the project would incrementally increase air pollutant emissions, but such emissions would not exceed locally adopted significance thresholds or hinder attainment of state or federal air quality standards (g).</p> <p>Existing South Coast Air Quality Management District (SCAQMD) regulations restrict the emissions of dust and fumes during construction and the project would be required to conform to these requirements.</p>
Environmental Design and Historic Values							
Visual Quality - Coherence, Diversity, Compatible Use, and Scale	X						The proposed project would involve the development of a senior community center. Surrounding land uses consist of residential development, institutional development and parkland (b). The project would be compatible with the visual context of the existing neighborhood.
Historic, Cultural, and Archaeological Resources					X		Historic and archaeological evaluations were conducted for the project site (see attached reports prepared by San Buenaventura Research Associates [h] and Conejo Archaeological Consultants [i]). Based on the historic resources evaluation, the project site is not eligible for listing on the National Register of Historic Places. Conejo Archaeological Consultants determined that no known archaeological resources would be adversely affected by project implementation. However, during grading, or any other earth moving events, discovery of any archaeological finds would require immediate cessation of activities and review by a qualified professional of the find for recommendations.
Socioeconomic Conditions							
Demographic/Character Changes	X						The proposed project includes the development of a senior community center intended to serve current area residents.

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Project Name: Potrero Heights Senior Center

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							The proposed project would not affect the area population. No change to the demographic character of the area would occur.
Displacement	X						Development of the proposed project would not displace any residences. No impact would occur.
Employment and Income Patterns	X						The proposed project would generate temporary employment opportunities during construction and long-term employment opportunities at the community center. No adverse impacts to employment or income patterns would occur.
Community Facilities and Services							
Educational Facilities	X						The proposed project is a senior community center. It would not generate additional students at area schools. However, the developer would be required to pay State-mandated school impact fees.
Commercial Facilities	X						The proposed project would not adversely affect commercial facilities.
Health Care	X						The proposed project is a senior community center and would not affect health care facilities or services.
Social Services		X					The proposed project would increase social services for senior citizens in the Montebello area.
Solid Waste	X						The proposed project may incrementally increase onsite solid waste generation as compared to existing conditions. This increase is not expected to significantly affect area landfills as the senior center would participate in existing recycling programs.
Waste Water	X						The proposed project would incrementally increase wastewater generation as compared to the current use of site. However, it is expected that the current wastewater infrastructure would be adequate to accommodate this increase. Any needed system improvements would be made in conjunction with site development.
Storm Water	X						The project site is currently covered in pervious surfaces. The proposed project would add impervious surfaces, thereby increasing stormwater generation over current conditions. Storm drains would be installed on the site as part of project development and would be sized adequately to accommodate runoff from the site. The project would comply with local, state, and federal requirements pertaining to control of stormwater runoff. Therefore, significant impacts are not anticipated.
Water Supply					X		The proposed project would incrementally increase water consumption as compared to the current use but is not expected to significantly affect water supply. Nevertheless, because of ongoing concerns about water supply in the Southern California region, water conservation measures shall be incorporated into the design of the project.

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Project Name: Potrero Heights Senior Center

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Public Safety Police	X						The Montebello Police Department, located approximately 2 miles southwest of the project site on 1600 West Beverly Boulevard, provides police protection services in the project vicinity (j). The proposed project may incrementally increase demand for police protection services. However, this increase would be nominal and no adverse impacts to police services are expected.
Fire	X						The Montebello Fire Department Station would provide fire protection, paramedic and emergency medical technician services to the project site. The station is located at 600 North Montebello Boulevard, approximately 2 miles south of the project site (j). The proposed project would incrementally increase the demand for fire protection services; however, the site is within the existing service area. Assuming compliance with Fire Department requirements, no adverse impacts to fire protection services are anticipated from development of the project.
Emergency Medical	X						The Montebello Fire Department provides emergency medical service in the area. Emergency victims would be taken to the Beverley Hospital emergency rooms, located at 309 West Beverly Road, approximately 2 miles south of the project site. No adverse impact to emergency medical service is anticipated as the proposed senior center would serve the current area population.
Open Space And Recreation Open Space	X						The proposed project would not adversely affect any areas designated as public open space.
Recreation	X						The project site is currently occupied by Potrero Heights Park, a public recreation facility (b). Figure 3 shows photos of existing onsite conditions. Project development would involve demolition of park facilities and construction of a senior center. Therefore, project implementation would constitute a change in the type of recreational facilities provided onsite. However, because the recreational use of the site would be retained, significant impacts to recreation would not occur.
Cultural Facilities		X					The proposed project would not adversely affect any cultural facilities (b). It would add a senior center to serve the existing area senior population.
Transportation	X						The approximately 1.5-acre project site is currently used as a city park. Based on the <i>Institution of Transportation Engineer's</i> (ITE) average daily trip (ADT) rate for city parks, an estimated 2 ADT are generated by the existing use (h). Based on ITE's ADT rate for recreational community

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Project Name: Potrero Heights Senior Center

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							centers, the proposed senior center would generate an estimated 82 ADT, which would be a net increase of 80 ADT over the site's current use (h). This would incrementally increase traffic on roadways in the immediate project vicinity, but is less than the 500-trip threshold at which the County of Los Angeles normally requires a traffic study. Significant impacts to the area circulation system are not anticipated.
Natural Features							
Water Resources	X						The proposed project would not affect water resources (b).
Surface Water	X						No surface water is located onsite (b). Therefore, no impacts to surface water would occur.
Watercourses	X						There are no watercourses within the vicinity of the project area (a, b). No impact to watercourses is anticipated.
Unique Natural Features and Agricultural Lands	X						The project site is in a highly urbanized area. The proposed project would not affect any natural features. No active agricultural lands or agriculturally zoned lands are present within the project area (a, b).
Vegetation and Wildlife	X						The project site is in a highly urbanized area. No important biotic communities are present and no wildlife was observed onsite (b). Therefore, the project would not significantly affect vegetation or wildlife.
Long-Term Effects							
Growth-Inducing Impacts	X						The proposed project involves the development of a senior community center that would serve the existing area senior population. As such, it would not induce population growth. The project would not require the extension of infrastructure or roadways since the site is within an urbanized area already served by urban infrastructure. No impact would occur.
Cumulative Effects	X						The proposed project would provide senior recreational facilities in an area where such facilities are currently lacking. It would not result in any significant impacts that would be cumulatively considerable.

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Project Name: Potrero Heights Senior Center

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
1. Historic Properties 36 CFR 800 (CDBG) 36 CFR 801 (UDAG)					X	Historic and archaeological evaluations were conducted for the project site (see attached reports prepared by San Buenaventura Research Associates [h] and Conejo Archaeological Consultants [i]). Based on the historic resources evaluation, the project site is not eligible for listing on the National Register of Historic Places. Conejo Archaeological Consultants determined that no known archaeological resources would be adversely affected by project implementation. However, during grading, or any other earth moving events, discovery of any archaeological finds would require immediate cessation of activities and review by a qualified professional of the find for recommendations.
2. Floodplain Management 42 FR 26951	X					The project site is located within flood zone C or X, FEMA panel0601410001C, indicating minimal flood potential and no flood insurance requirement (l).
3. Wetlands Protection 42 FR 26951	X					No wetlands are located on or near the project site (b).
4. Coastal Zone Plan 16 U.S.C. 1451	X					The project site is not located in a coastal zone (m).
5. Sole Source Aquifers 42 U.S.C. 201, 300(g) and 21 U.S.C. 349	X					No impact to primary drinking water sources is anticipated. The project site is not located near any sole source aquifers (n).
6. Endangered Species 16 U.S.C. 1531	X					The project site is in an urbanized area. No endangered species are located onsite or in the site vicinity.
7. Wild and Scenic Rivers 16 U.S.C. 1271	X					No wild or scenic rivers are located in the site vicinity (o).

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Project Name: Potrero Heights Senior Center

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
8. Air Quality Protection 42 U.S.C. 7401	X					<p>The project site is located in the South Coast Air Basin, which is a nonattainment area for ozone, carbon monoxide, and fine particulate matter (PM₁₀). People who attend the senior center would therefore be exposed to potentially unhealthy ambient air as this regional condition cannot be feasibly mitigated. Traffic associated with the project would incrementally increase air pollutant emissions, but such emissions would not exceed locally adopted significance thresholds or hinder attainment of state or federal air quality standards (g).</p> <p>Existing SCAQMD regulations restrict the emissions of dust and fumes during construction and the project would be required to conform to these requirements.</p>
9. Farmland Protection 7 U.S.C. 4201	X					No agricultural uses are located onsite or in the vicinity of the project site.
10. Environmental Justice Executive Order 12898	X					The proposed project would provide recreational opportunities for seniors in the area. The project would not expose low-income or minority populations to any environmental justice concerns.
11. HUD Environmental Standards, 24 CFR 51 as amended						
a. Noise Abatement 24 CFR 51B	X					<p>Project construction would generate temporary noise level increases. Local noise ordinances would apply.</p> <p>The proposed project is a senior community center and is not expected to generate substantial noise. The project is not a noise sensitive use.</p>
b. Landfill Hazards CPD Letter 79-33	X					The project site is not subject to any known landfill hazards (b, c, f).
c. Upset Hazards 24 CFR 51B	X					The project site is not subject to any known upset hazards, nor would the proposed use create any significant upset hazards (b).
d. Flammable Oper. 24 CFR 51C	X					The project site is not subject to any known flammable operations or explosives (b).

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Project Name: Potrero Heights Senior Center

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
e. Toxic/Radioactivity HUD Notice 79-33	X					<p>The following databases were checked for known hazardous materials contamination at the project site:</p> <ul style="list-style-type: none"> • Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) database (c) • Geotracker search for leaking underground fuel tanks, Spills-Leaks-Investigations-Cleanups (SLIC) and Landfill sites (d) • Cortese list of Hazardous Waste and Substances Sites (e) • The Department of Toxic Substances Control's Site Mitigation and Brownfields Database (f). <p>No results were found. In addition, neither the site nor surrounding properties appear to, and are not known to, have supported industrial or other uses that are likely to have resulted in soil or groundwater contamination.</p>
f. Airport Clear Zones 24 CFR 51D	X					The project site is not in an airport clear zone (a).

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Project Name: Potrero Heights Senior Center

Summary of Findings and Conclusions:

The proposed project involves the construction of an approximately 5,000 square foot senior center at Potrero Heights Park. Thirteen new parking spaces would be provided to accommodate the senior center. Offsite improvements would include utilities, driveway approach, curbs and sidewalks, and landscaping. The site is zoned R1. A zone change is not needed. Neighboring land uses consist of residential development, a public school and parkland. The proposed project would be compatible with the scale and visual character of the surrounding area.

The project site is generally flat. No watercourses or water resources are located in the project area. No threatened or endangered wildlife was observed on the site.

The proposed project would not significantly affect public facilities. Implementation of the project would create temporary employment opportunities during construction and long-term employment opportunities during operation of the proposed senior center. Although the proposed project is not expected to disturb either historic or archaeological resources, mitigation is required in the event that unknown cultural resources are unearthed during construction.

The proposed project would not consume substantial quantities of water or energy or generate substantial quantities of solid waste or wastewater. Nevertheless, water conservation measures and recycling facilities should be incorporated into project design. The project is located outside the 500-year flood area, indicating minimal flood potential in the area.

The proposed project would conform to all applicable federal, state, and regional air pollution control regulations, and would not significantly affect local or regional air quality. The project would incrementally increase daily traffic volumes in the immediate area; however, project-generated traffic would not significantly affect local roadways.

Summary of Environmental Conditions:

The project site is a park located within an urbanized area. No wildlife was observed onsite.

Project Modifications and Alternatives Considered:

No unavoidably significant impacts were identified for the proposed project. Therefore, project alternatives or modifications have not been considered.

Mitigation Measures Required:

The following mitigation measures are required:

1. **Archaeological Resources.** In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor

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Project Name: Potrero Heights Senior Center

any archaeological field work associated with Native American materials. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

2. **Water Supply.** Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design:
 - Landscaped areas shall be designed with drought-tolerant species, minimizing to 50% areas dedicated to turf. Irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice.
 - All new structures shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.
3. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

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References

- a. City of Montebello, Official Website, www.cityofmontebello.com, accessed online September 2007. (ELECTRONIC)
- b. Rincon Consultants, site visit, September 27, 2007. (SITE VISIT)
- c. Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) database, <http://www.epa.gov/superfund/sites/cursites/>, accessed online September 26, 2007. (ELECTRONIC)
- d. Geotracker search for leaking underground fuel tanks, Spills-Leaks-Investigations-Cleanups (SLIC) and Landfill sites, <http://geotracker.swrcb.ca.gov/search/>, accessed online September 26, 2007. (ELECTRONIC)
- e. Cortese list of Hazardous Waste and Substances Sites, http://www.dtsc.ca.gov/SiteCleanup/Cortese_List.cfm, accessed online September 26, 2007. (ELECTRONIC)
- f. Department of Toxic Substances Control's Site Mitigation and Brownfields Database <http://www.epa.gov/enviro/html/bms/index2.html>, accessed online September 26, 2007. (ELECTRONIC)
- g. South Coast Air Quality Management District, <http://www.aqmd.gov>, accessed online September 2007. (ELECTRONIC)
- h. San Buena Ventura Research Associates, *Potrero Heights Senior Center Project*, October 9, 2007. (PRINTED)
- i. Conejo Archaeological Consultants, *Potrero Heights Senior Center Project*, October 4, 2007. (PRINTED)
- j. City of Montebello Official Website, <http://www.cityofmontebello.com/>, accessed online, October 2007. (ELECTRONIC)
- k. Institute of Transportation Engineers, *Trip Generation*, 7th Edition, 2003.
Project-generated traffic was calculated by multiplying the project size (square feet) by the applicable trip generation rate. The average daily traffic (ADT) rate for a recreational community center is 16.4 trips per 1,000 square feet. Therefore, given that the proposed senior center would be approximately 5,000 square feet, an estimated 82 trips would be generated by the proposed project.
- l. FEMA Mapping Service, <http://www.msc.fema.gov/>, accessed online September 27, 2007. (ELECTRONIC)

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- m. California Coastal Commission, www.coastal.ca.gov, accessed online October 2007.
(ELECTRONIC)
- n. Sole Source Aquifers - U.S. Environmental Protection Agency, Designated Sole Source Aquifers in EPA Region IX., www.epa.gov/safewater/swp/ssa/reg9.html, accessed online September 2007.
(ELECTRONIC)
- n. National Wild and Scenic Rivers System, www.nps.gov/rivers, accessed online October 2007.
(ELECTRONIC)

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Project Name: Potrero Heights Senior Center

1. Is the project in compliance with applicable laws and regulations? ☒ Yes ☐ No
2. Is an EIS required? ☐ Yes ☒ No
3. A Finding of No Significant Impact (FONSI) can be made. The project will not significantly affect the quality of the human environment. ☒ Yes ☐ No

Basic Reasons Supporting Decision:

The proposed project would provide recreational and community services for senior citizens in the Montebello area. Based on the Environmental Assessment, it has been determined that with implementation of recommended mitigation measures, the proposed project would not generate any significant environmental impacts.

The following mitigation measures are required:

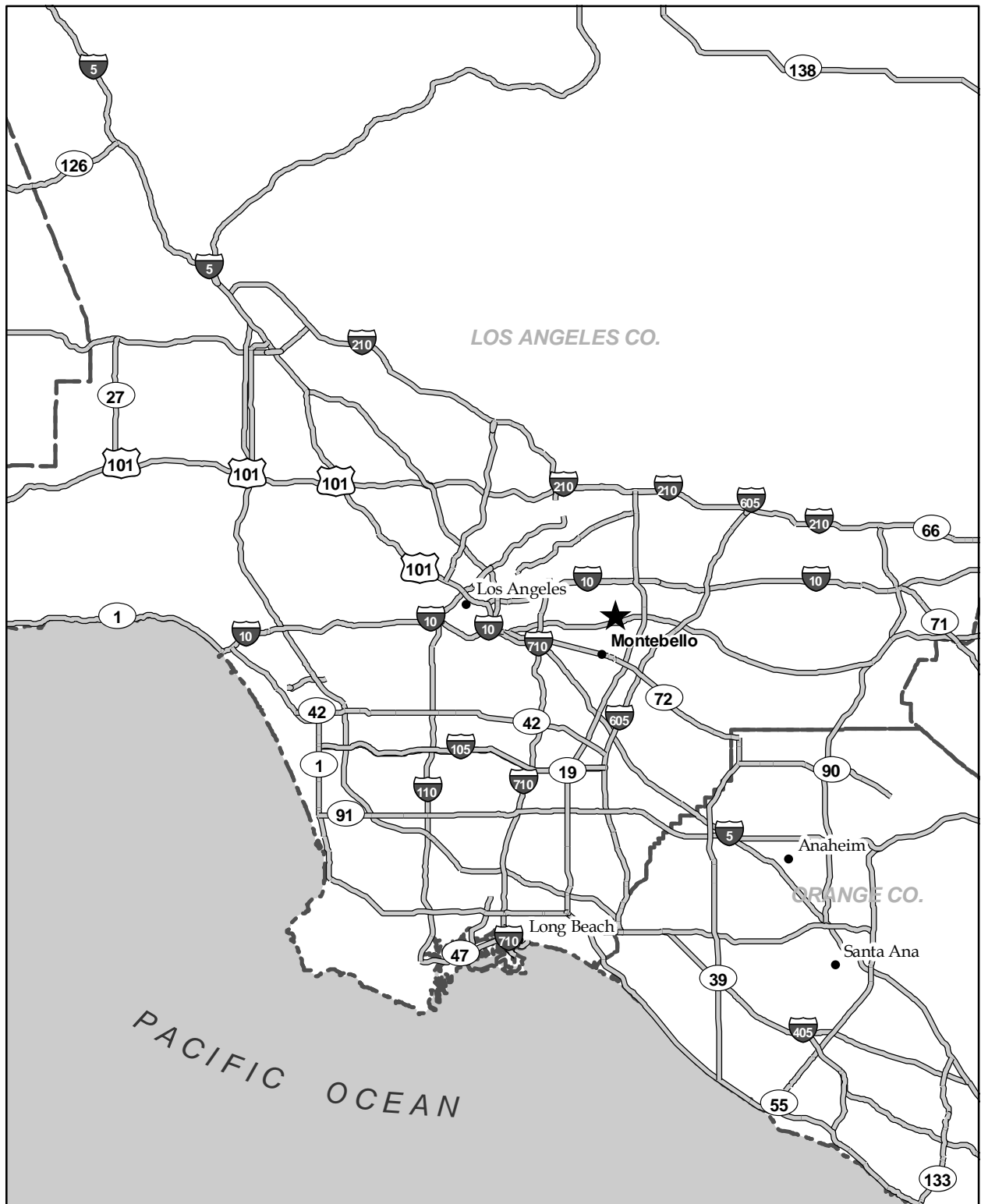
1. **Archaeological Resources.** In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.
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Project Name: Potrero Heights Senior Center

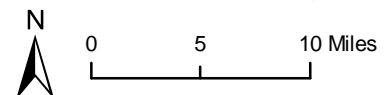
Prepared by:	<u>Sean Wazlaw</u>	Title:	<u>Environmental Planner</u>
Date:	<u>October 15, 2007</u>		
Concurred in:	<u>Donald Dean</u>	Title:	<u>Environmental Officer</u>

Attachments: Figures, Historic Report, Archeological Report



Source: ESRI, 2004.

★ Project Location

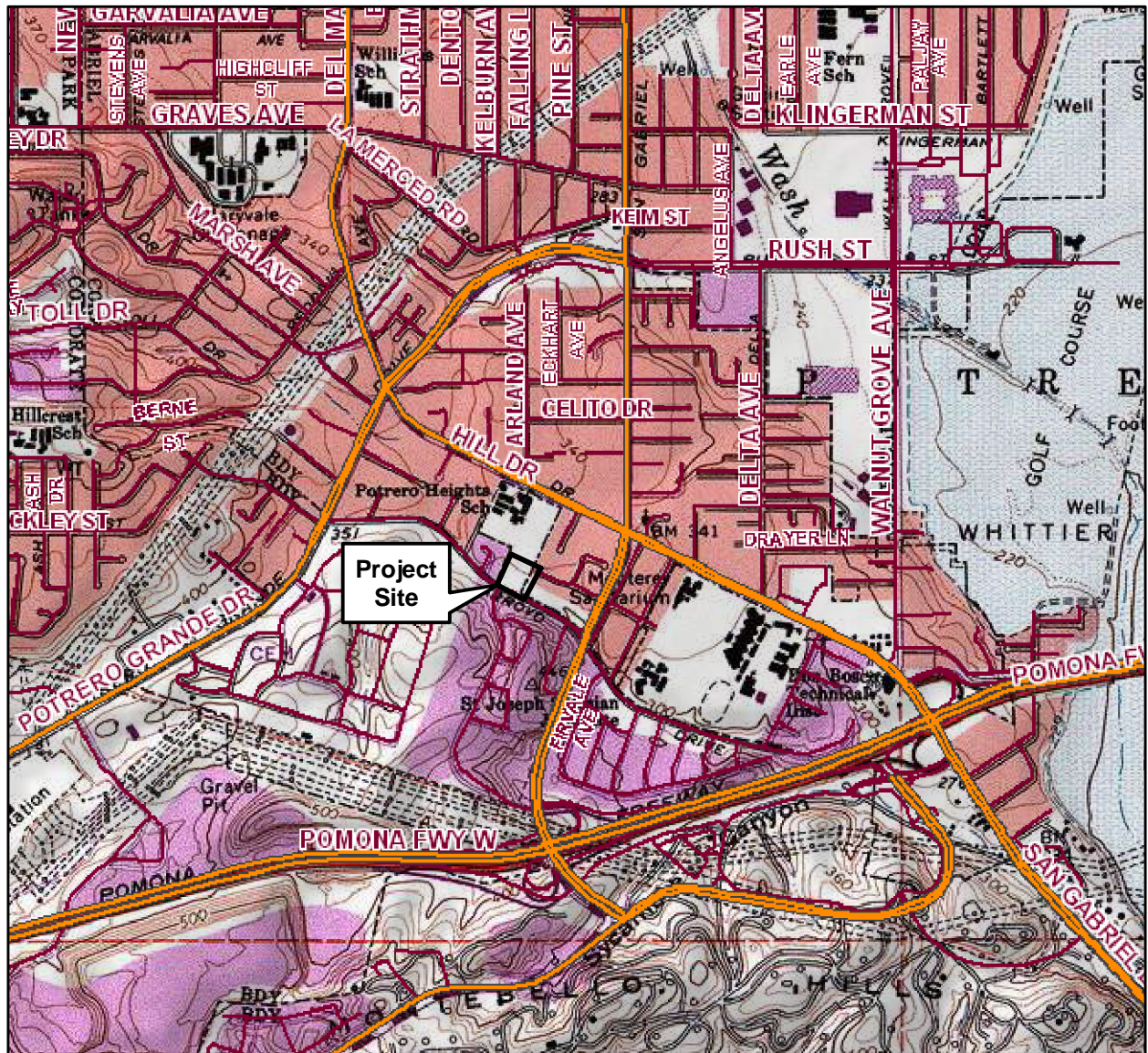


Regional Location


Figure 1

LACDC





Source: National Geographic TOPOI, El Monte, CA, 1994.

 Approximate Project Boundary



0 500 1,000 2,000 Feet

Site Location

Figure 2



Source: Rincon Consultants, Inc., October, 2007.

Photo 1 - View of project site looking east from Arroyo Drive.



Photo 2 - View of project site looking northwest from southwest corner of site.

Site Photographs

Figure 3
LACDC



SAN BUENAVENTURA RESEARCH ASSOCIATES

MEMORANDUM

1328 Woodland Drive • Santa Paula CA • 93060

805-525-1909
Fax/Message 888-535-1563
sbra@historicrosources.com
www.historicrosources.com

To: Joe Power, Rincon Consultants
From: Judy Triem, San Buenaventura Research Associates
Date: 9 October 2007
Re: Potrero Heights Senior Center Section 106 Report

1. Description of Undertaking

The Los Angeles County Community Development Commission plans to use federal funds to construct a new approximately 5,000 square foot senior center at Potrero Heights Park located at 8051 Arroyo Drive, Montebello. Thirteen new parking spaces will be provided to accommodate the senior center. Offsite improvements include utilities, driveway approach, curbs, sidewalks, and landscaping.

2. Area of Potential Effect

The Area of Potential Effect (APE) includes the project site itself (APN 5275-009-900), and the adjacent properties. [Figure 1]

3. Description of Location of Undertaking

The project site is an approximately two acre park located at the southern portion of an 11.47 acre site owned by the Montebello School District with frontage on Arroyo Drive [Photo 1] Adjacent to the project site, to the north is the school playing fields. [Photo 2] The only permanent building on the site is the restroom. [Photo 3] Adjacent to the park on the east and west sides is a residential neighborhood from the 1960s and 1970s. [Photo 4-5]

4. Historic Resources/National Register Determination

Historical Background

Montebello was established in 1899 as part of a 1,200 acre tract by Harris Newmark and Kaspar Cohn who had purchased the land with five other capitalists from the estate of Alessandro Repetto. The actual townsite of 40 acres was called Newmark and the remainder of the tract divided into five acre parcels called Montebello. The name Montebello means "beautiful hills" in Italian. Agriculture was the major industry in the town. From 1900 until the 1920s, Montebello was known for its fields of flowers, berries, fruits and vegetables as well as its flower nurseries. The name of Montebello was more popular with the citizens and eventually Newmark was no longer used. In 1920 the town incorporated under the name Montebello.

Oil was discovered in the Baldwin Hills in the Montebello area in 1917 by the Standard Oil Company and went on to become a very productive field, replacing much of the agriculture. Following World War II, the Montebello area was developed in housing tracts, with the little remaining agriculture being replaced by houses.

Sun Village Section 106 Report

Physical Description

The project site has only one small restroom building, constructed in the 1960s, in addition to several portable metal storage containers and playground equipment. Adjacent to the site, within the APE, are residential buildings all dating from primarily the 1960 and 1970s and a school playing field. The park is separated from the school site by a chain link fence and numerous mature trees.

National Register Eligibility

The criteria for determining eligibility for listing on the National Register of Historic Places (NRHP) have been developed by the National Park Service. Properties may qualify for NRHP listing if they:

- A. are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. are associated with the lives of persons significant in our past; or
- C. embody the distinctive characteristics of a type, period, or method of construction or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. have yielded, or may be likely to yield, information important in prehistory or history.

The minimum age criterion for the National Register of Historic Places (NRHP) is 50 years. Properties less than 50 years old may be eligible for listing on the NRHP if they can be regarded as “exceptional,” as defined by the NRHP procedures. The buildings within the APE are not fifty years of age, nor are they exceptional.

Conclusion

There are presently no known properties within the APE that are listed or eligible for listing on the National Register of Historic Places.

5. Information from Local Organizations

No information was collected from local organizations.

6. Selected Sources

California Historical Landmarks, 1990

Ethnic Survey, Los Angeles County entries.

Federal Register Listings through January, 2007

Los Angeles Assessor's Office website for parcel information and dates of construction.

Steele, Trent. "Community History: Montebello." Montebello Chamber of Commerce, 1977-78.

White, Gerald T. *Standard Oil Company of California: Formative Years in the Far West*. New York: Appleton-Century-Crofts, 1962.

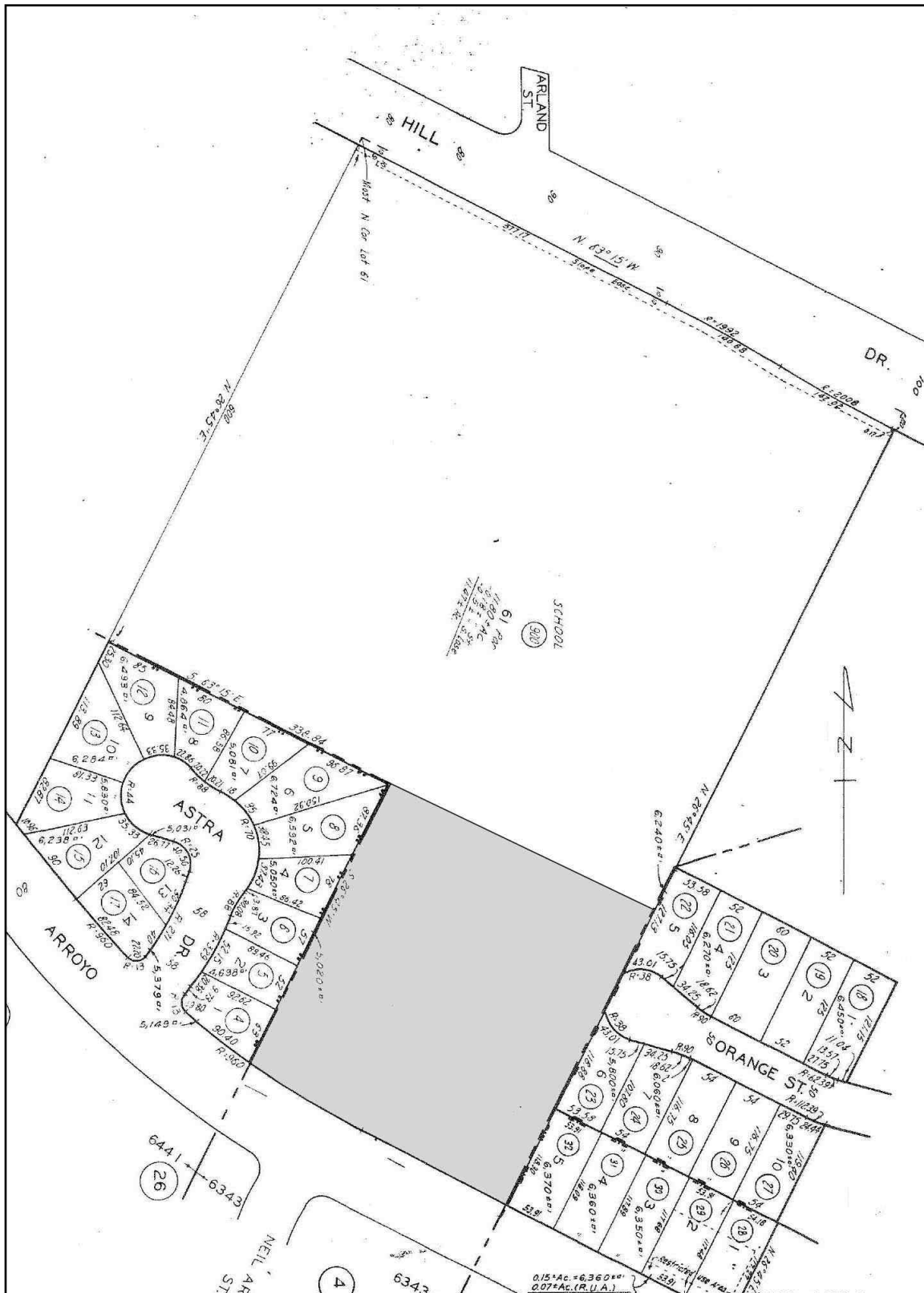




Photo 1. View of project site, facing west-northwest.



Photo 2. North end of project site, view to west showing school playing fields.



Photo 3. Restroom building in Potrero Heights Park, facing east.



Photo 4. View of residences located east-southeast of project site.



Photo 5. View of residences west of project site on Astra Drive.



**ARCHAEOLOGICAL SURVEY REPORT
OF APPROXIMATELY 2.3-ACRES FOR THE
POTRERO HEIGHTS SENIOR CENTER PROJECT
POTRERO HEIGHTS PARK, 8051 ARROYO DRIVE
CITY OF MONTEBELLO, LOS ANGELES COUNTY
CALIFORNIA
(USGS 7.5' El Monte Quadrangle)**

Prepared for:
**Los Angeles County
Community Development Commission**
2 Coral Circle
Monterey Park, California 91755
Contact: Donald Dean

Prepared by:
Conejo Archaeological Consultants
2321 Goldsmith Avenue
Thousand Oaks, California 91360
805/494-4309
Author: Mary Maki

I. INTRODUCTION WITH PROJECT DESCRIPTION AND LOCATION

CDC Project Name/No.: Potrero Heights Senior Center	Location: 8051 Arroyo Drive, City of Montebello, Los Angeles County	Thomas Bro. Grid: Pg. 636, F4,5	Assessor Parcel No. 5275-009-900	CDC Contact: Donald Dean Environmental Officer (323) 890-7186
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This report was prepared at the request of Donald Dean of the Los Angeles County Community Development Commission (CDC). It presents the results of a Phase I archaeological investigation conducted by Conejo Archaeological Consultants (Conejo) for the Potrero Heights Senior Center. Public funds will be used in the construction of the new senior center at 8051 Arroyo Drive in the City of Montebello, Los Angeles County (Exhibits 1, 2 & 3). Thirteen new parking spaces will be provided to accommodate the proposed approximately 5,000 square feet senior center. The project is located within the southern quarter of Potrero Heights Park. Offsite improvements may include pavement repair, curbs, gutters, sidewalks, and utility installation.

This archaeological study was undertaken in compliance with Section 106 of the National Historic Preservation Act and its implementing regulations under 36 CFR 800 (as amended). This study also complies with Section 21083.2 of the California Environmental Quality Act.

II. STUDY FINDINGS

Based on the South Central Coastal Information Center's (SCCIC) record search results, Conejo's survey findings and the extent of previous ground disturbance within the project's area of potential effect (APE), the proposed Potrero Heights Senior Center will not impact any known archaeological resources. Therefore, no further archaeological investigations are warranted prior to project approval. In the unexpected event that prehistoric and/or historic cultural materials are encountered during construction, all earth disturbing work within the vicinity of the find must be temporarily halted until a qualified archaeologist can evaluate the nature and significance of the find, as detailed in Section VI of this report.

III. ENVIRONMENTAL SETTING

Physical Environment: The project is located on the USGS 7.5' El Monte Quadrangle, Range 12W, Township 1S, within the historic territory of Rancho Potrero Grande. The project's approximate 2.3-acre APE consists of Assessor Parcel Number 5275-009-900 (Exhibit 2). The APE is located in the southern quarter of Potrero Heights Park in the City of Montebello. Potrero Heights Park is a rectangular shaped community park with ball fields, a small playground, restrooms, parking lot, and picnic tables, located in a residential area. The APE is bordered by the park's ball fields to the north, the Orange Street cult-de-sac and residences to the east, by Arroyo Drive to the south,

and by residences and Potrero Heights School to the west.

A small one-story concrete structure with public restrooms, a children's playground, storage sheds, grassy picnic areas, and an existing parking lot are currently located within the APE. A low fence divides this area from the park's ball fields to the north. The park is landscaped with grass, and ornamental shrubs and trees. There are no stands of native vegetation within the project APE.

Cultural Environment:

Prehistory. The project site lies within the historic territory of the Native American group known as the Gabrielino, one of the wealthiest, most populous, and most powerful ethnic nationalities in aboriginal southern California (Bean and Smith 1978). The Gabrielino followed a sophisticated hunter-gatherer lifestyle, and were a deeply spiritual people (McCawley 1996). The Gabrielino territory included the Los Angeles Basin (which includes the watersheds of the Los Angeles, San Gabriel, and Santa Ana Rivers), the coast from Aliso Creek in the south to Topanga Creek in the north, and the four southern Channel Islands. For in depth information on the Gabrielino, the reader is referred to McCawley's (1996) *The First Angelinos, The Gabrielino Indians of Los Angeles*.

IV. SOURCES CONSULTED

Results:

South Central Coastal Information Center

A record search was conducted at the South Central Coastal Information Center housed at California State University Fullerton on October 1, 2007. The record search identified no prehistoric or historic sites within a 0.5-mile radius of the project's APE.

Eight archaeological surveys have been conducted within a 0.5-mile radius of the project APE. None of these surveys included or were adjacent to the project APE.

Federal, State & Local Historic Listings

The listings of the National Register of Historic Places (NRHP) includes no properties within or adjacent to the project APE (National Park Service 2007). There are no California Historical Landmarks or Points of Historical Interest located within or adjacent to the project APE (Office of Historic Preservation 2007a, 1992). The California State Historic Resources Inventory lists no evaluations for Arroyo Drive in the City of Montebello (Office of Historic Preservation 2007b).

Historian Judy Triem is in the process of conducting a Section 106 review of the APE's built

environment.

Historic Maps

No Sanborn Fire Insurance Maps were found for the project area. The 1900 USGS 15' Pasadena Quadrangle shows no development within the project area. The 1966 USGS 7.5' El Monte Quadrangle shows the project area as not developed, but Potrero Heights School is present and the general area to the north and east of the park is developed. The 1981 USGS 7.5' El Monte Quadrangle indicates that the area immediately to the west of the APE and the general area south of the park are now also developed.

V. FIELD METHODS

Approximately 2.3 acres of Potrero Heights Park was surveyed by Mary Maki on March 12, 2007 (Exhibits 2 & 3). Ms. Maki is certified by the Register of Professional Archaeologists (RPA) and has over 17 years archaeological experience in southern California.

Survey methodology consisted of walking linear transects spaced approximately 3 meters (10 ft.) apart across the APE. The APE was landscaped with grass and scattered trees. There were many worn/bare spots in the grass and also some large patches of bare soil by the building and parking lot. The soil on the project site was a silty sand. No prehistoric or historic archaeological resources were observed. The ground surface throughout the project APE was disturbed by grading and trenching associated with the construction of the park and landscaping.

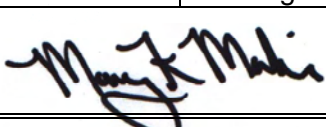
VI. REMARKS

Based on the SCCIC record search findings and Conejo's survey results, in combination with the extent of past ground disturbances within the Potrero Heights Park, no impact to archaeological resources is anticipated from project development. Therefore, no further archaeological investigation is warranted prior to project implementation as long as the following two recommendations are included as conditions of project approval.

1. In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials.
2. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the

necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

VII. CERTIFICATION

Prepared By: Mary K. Maki	Title: Principal Investigator	Qualification: RPA Certified 17 Years So. CA arch experience
Signature: 		Date: October 4, 2007

VIII. MAPS

Project Vicinity ☒ USGS 7.5' El Monte Quadrangle ☒ Archaeological APE/APN ☒

IX. PHOTOGRAPHS

Yes ☒ No ☐ Attached Yes ☒ No ☐ (See Title Page)

X. CITATIONS

Bean, Lowell John and Charles R. Smith

1978 Gabrielino. In *Handbook of North American Indians: California*, Volume 8. Edited by R.F. Heizer, pp. 505-508. W.G. Sturtevant, general editor. Smithsonian Institution, Washington D.C.

Los Angeles County Assessor

2007 <http://assessormap.lacountyassessor.com/mapping/viewer.asp>

McCawley, William

1996 *The First Angelinos, The Gabrielino Indians of Los Angeles*. Malki Museum Press, Morongo Indian Reservation, Banning, California.

National Park Service

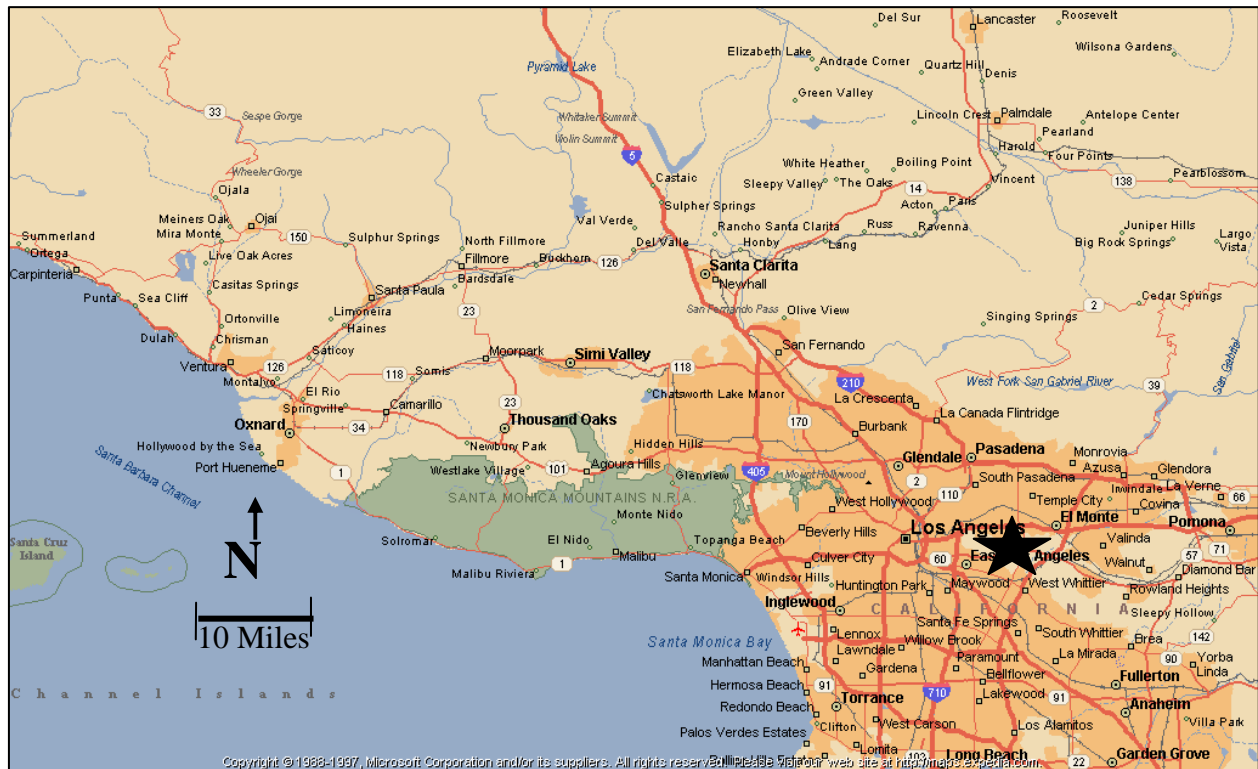
2007 National Register of Historic Places. Department of the Interior.
http://www.nr.nps.gov/iwisapi/explorer.dll?IWS_SCHEMA=NRIS1&IWS_LOGIN=1&IWS_REPORT=100000039.

Office of Historic Preservation

2007a California Historical Landmarks. Department of Parks and Recreation, Sacramento, California. http://ohp.parks.ca.gov/?page_id=21427.

2007b Directory of Properties in the Property Data File for Los Angeles County. Department of Parks and Recreation, Sacramento, California, 12/11/2006.

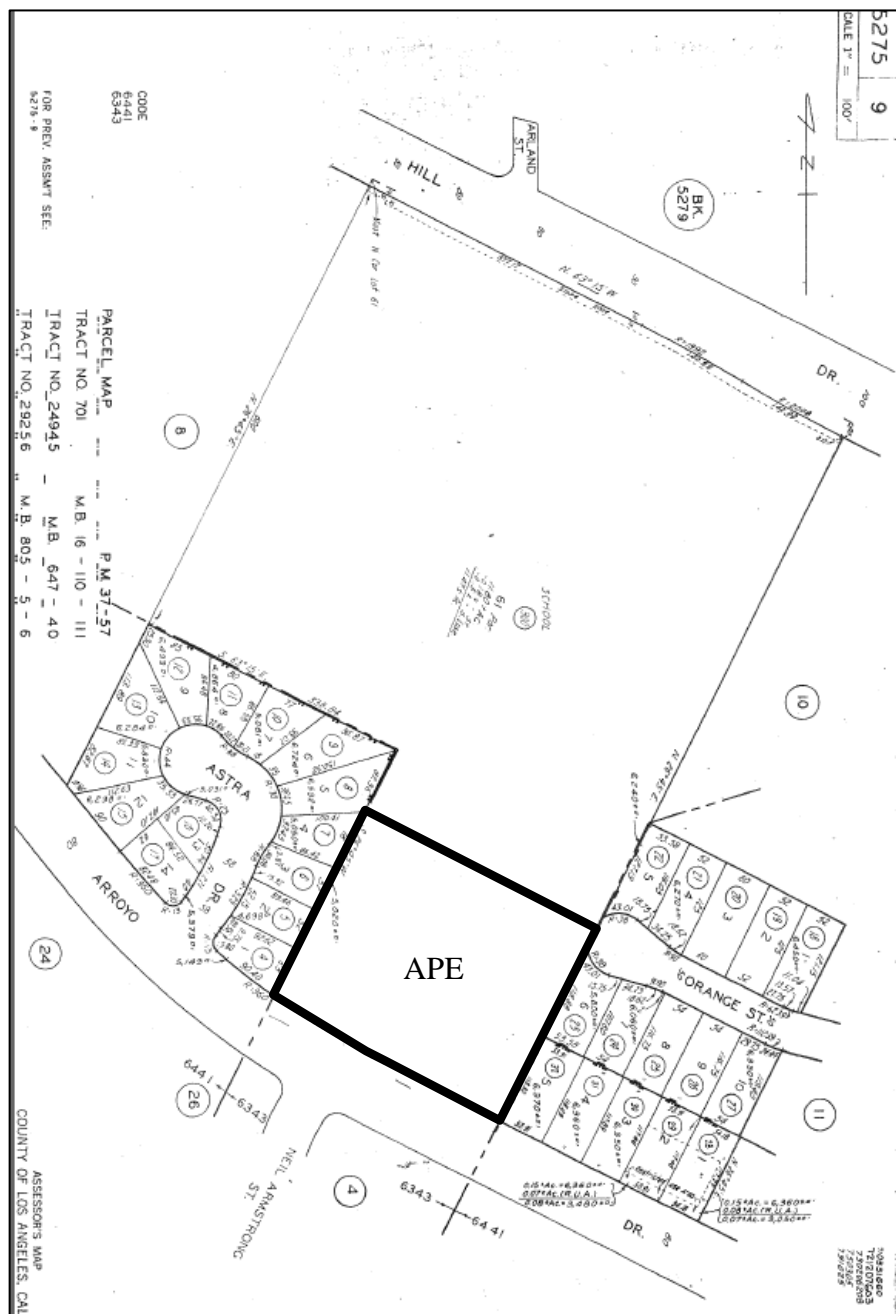
1992 *California Points of Historical Interest*. Department of Parks and Recreation, Sacramento, California.



PROJECT VICINITY MAP

Potrero Heights Senior Center
City of Montebello, Los Angeles County

Exhibit 1

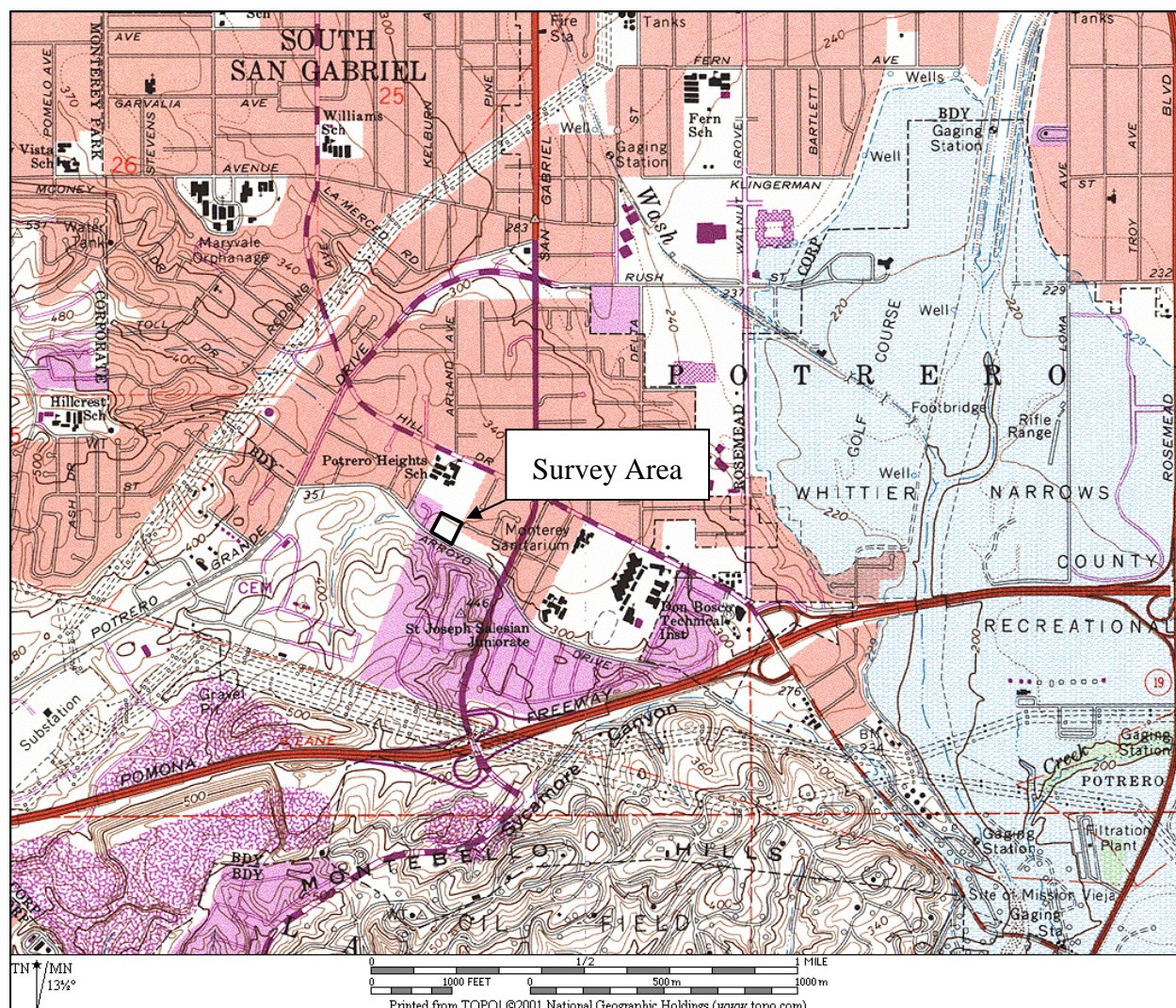


Source: Los Angeles County Assessor –
<http://assessormap.lacountyassessor.com/mapping/viewer.asp>

AREA OF POTENTIAL EFFECT

Potrero Heights Senior Center
 City of Montebello, Los Angeles County

Exhibit 2



Source: USGS 7.5' El Monte Quadrangle, 1966, photorevised 1981, minor revisions 1994

ARCHAEOLOGICAL SURVEY AREA

Potrero Heights Senior Center
City of Montebello, Los Angeles County

Exhibit 3



COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

"Creating Community Through People, Parks and Programs"

Russ Guiney, Director

December 18, 2008

Donald Dean,
Environmental Officer
Community Development Commission of the
County of Los Angeles
2 Coral Circle
Monterey Park, Ca 91755-7425

Dear Mr. Dean:

**NOTICE OF AVAILABILITY OF DRAFT MIGATED NEGATIVE DECLARATION (MND)
AND NOTICE OF COMMENT PERIOD FOR THE DEVELOPMENT OF THE
PORTRERO HEIGHTS SENIOR CENTER PROJECT**

The Notice of Availability of draft MND for the above project has been reviewed for potential impact on the facilities of this Department. The proposed project will not affect facilities under the jurisdiction of this Department.

Thank you for including this Department in the review of this notice. If we may be of further assistance, please contact me at (213) 351-5129.

Sincerely,

Jui Ing Chien
Park Planner

c: Norma E. Garcia, Frank Moreno, James Barber, Joan Rupert - DPR

Potrero Heights Senior Center
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
Historic, Cultural, and Archaeological Resources							
In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project's archaeological area of potential effect (APE) must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. A Gabrielino representative should monitor any excavation associated with Native American materials. After the find has been appropriately mitigated, work in the area may resume.	Field verification during construction	Throughout construction	Periodically during construction	CDC			
Human Remains							
If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.	Field verification during construction	Throughout construction	Periodically during construction	CDC			
Water Supply							
Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design: a. Landscaped areas shall be designed with drought-tolerant species and irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice. b. Structures shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.	Verification that project design include water conserving features	Prior to construction phase	Once	CDC			

Key: CDC – Los Angeles County Community Development Commission

Key: CDC – Los Angeles County Community Development Commission

Potrero Heights Senior Center
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
Additional Modifications							
Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission of the County of Los Angeles. Any modifications must continue to satisfy the requirements of NEPA and CEQA, as determined by the County.							

Key: CDC – Los Angeles County Community Development Commission